END-USER LICENSE AGREEMENT FOR THE "CHABAD MANAGEMENT SYSTEM" AND "CMS CLOUD" SOFTWARE

The Chabad Management System and CMS Cloud ("CMS SOFTWARE") End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity, using a single data file on one or more computers) and Chabad Management Solutions (CMS) for the CMS SOFTWARE, which includes computer software and may include associated media, printed materials, and online or electronic documentation ("SOFTWARE PRODUCT"). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to you by CMS. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install or use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund.

EULA is subject to change with or without notice. Continuing to use the SOFTWARE PRODUCT, you agree to be bound by the terms of the EULA.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

1) GRANT OF LICENSE.

This EULA grants you the following rights:

- a) Applications Software. You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer, workstation, terminal, handheld PC, or other digital electronic device ("COMPUTER").
- b) Storage/Network Use. You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to RUN the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on which the SOFTWARE PRODUCT is RUN from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS.
- c) License Pack and Additional Computers. You may purchase the right to use the SOFTWARE PRODUCT on additional computers which share the same data. If this package is a CMS License Pack or if additional computers were licensed individually, you may RUN additional copies of the computer software portion of the SOFTWARE PRODUCT up to the number of copies specified above as "Licensed Copies."
- d) Where the SOFTWARE PRODUCT is accessible over the Internet (CMS Cloud for example), these limitations do not apply. In this case, the SOFTWARE PRODUCT is licensed to each user login account.

e) Reservation of Rights. All rights not expressly granted are reserved by CMS.

2) DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- a) Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- b) Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one COMPUTER.
- c) Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of CMS.
- d) Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.
- e) Software Transfer. The initial licensee of the SOFTWARE PRODUCT may not transfer or sell this SOFTWARE PRODUCT to any other end user. Only the initial licensee may use this product. The initial licensee may not use the SOFTWARE PRODUCT for other entities and can only be used for the entity in which the SOFTWARE PRODUCT was licensed.
- f) Termination. Without prejudice to any other rights, CMS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3) UPGRADES.

If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by CMS as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA.

4) COPYRIGHT.

All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by CMS. All title and intellectual property rights in and to the content that may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this SOFTWARE PRODUCT contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.

BACKUP COPY.

After installation of one copy of the SOFTWARE PRODUCT pursuant to this EULA, you may keep the original media on which the SOFTWARE PRODUCT was provided by CMS solely for backup or

archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

MISCELLANEOUS

Should you have any questions concerning this EULA, please contact the CMS at (626) 791-7072, or write to: Chabad Management System, 640 N Chester Ave, Pasadena, CA 91106.

LIMITED WARRANTY

CMS warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by CMS shall be substantially as described in applicable written materials provided to you by CMS, and CMS support engineers will make commercially reasonable efforts to solve any problem issues. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days. Accompanying documentation may not describe the newest features or changes to the SOFTWARE and are to be used AS IS. No warrantee is made to the accuracy and usability to the accompanying documentation.

CUSTOMER REMEDIES.

CMS's entire liability and your exclusive remedy shall be, at CMS's option, either (a) return of the price paid, if any, (b) in case of a subscription, refund the price of the subscription paid for the current terms, or (c) repair or replacement of the SOFTWARE PRODUCT that does not meet CMS's Limited Warranty and which is returned to CMS with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CMS DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT.

LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event shall CMS be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the SOFTWARE PRODUCT or the provision of or failure to provide Support Services, even if CMS has been advised of the possibility of such damages. In any case, CMS's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or \$5.00 US; provided, however, if you have entered into a CMS Support Services Agreement, CMS's entire liability regarding Support Services shall be governed by the terms of that agreement.